

# **Exhibit 1**

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**From:** Frankel, Simon  
**Sent:** Tuesday, April 14, 2020 7:01 PM  
**To:** mack@mackpress.com  
**Cc:** Bosset, Eric  
**Subject:** White v. Samsung and Sony

Dear Mack,

I hope this finds you doing well and staying safe in these very challenging and difficult times.

As you may recall, at our appearance with the Magistrate Judge early in the case, he ordered Plaintiffs to disclose to Defendants the serial numbers for the television sets at issue.

Our review of Plaintiffs' initial disclosures shows that, with respect to Plaintiff White, one of the serial numbers provided is incomplete or erroneous. Specifically, for White's second TV (model UN32J5500AF), Plaintiffs provided a 14-digit serial number, 03NL3CGG90593M. However, we understand that the serial number for that TV model would be 15 digits, so the number provided is missing a digit (which could be a letter or a number). Can you please immediately provide the correct, complete serial number for Plaintiff White's second TV?

In addition, Plaintiffs never provided a serial number for plaintiff Cauley's TV since the Complaint was amended to add her as a plaintiff. The current Complaint states that her TV is a model UN55KS8000FXZA, but does not give a serial number. Please provide a serial number for Plaintiff Cauley's TV right away.

Thank you in advance, and be well.

Simon

**Simon J. Frankel**

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[COVID-19 Checklist: Legal and Business Considerations](#)  
[COVID-19 Legal and Business Toolkit](#)

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## **Exhibit 2**

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**From:** Mack Press <mack@mackpress.com>  
**Sent:** Monday, April 27, 2020 2:46 PM  
**To:** Frankel, Simon  
**Subject:** Fwd: Patricia Cauley Samsung TV

**[EXTERNAL]**

**Subject:** Patricia Cauley Samsung TV

Model No.: UN55KS8000F

Serial No.: 05JZ3CYHC09048B

Mack Press, Esq.

email: mack@mackpress.com

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Far better is it to dare mighty things, to win glorious triumphs, even though checkered by failure....than to rank with those poor spirits who neither enjoy nor suffer much, because they live in a gray twilight that knows not victory nor defeat.

Teddy Roosevelt

## **Exhibit 3**

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**From:** Mack Press <mack@mackpress.com>  
**Sent:** Monday, April 27, 2020 2:45 PM  
**To:** Frankel, Simon  
**Subject:** Fwd: Roger White Samsung Televisions

**EXTERNAL**

**Subject:** Roger White Samsung Televisions

Model: UN55KU6300F

Serial : 05HX3CAHB11790N

Model: UN32J5500AFXZA

Serial: 03NL3CGG905093M

Mack Press, Esq.

email: mack@mackpress.com

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Far better is it to dare mighty things, to win glorious triumphs, even though checkered by failure....than to rank with those poor spirits who neither enjoy nor suffer much, because they live in a gray twilight that knows not victory nor defeat.

Teddy Roosevelt

## **Exhibit 4**

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BEIJING BRUSSELS DUBAI FRANKFURT JOHANNESBURG  
LONDON LOS ANGELES NEW YORK PALO ALTO  
SAN FRANCISCO SEOUL SHANGHAI WASHINGTON

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May 11, 2020

*Via Email*

Mack Press  
Berman Class Law  
450 7th Ave., 13th Floor  
New York, NY 10123

46 East Park Ave.  
Long Beach, NY 11561

**Re: *White et al. v. LG Electronics, Inc. et al.*, U.S. District Court for  
the D.N.J., Case No. 17-CV-1775:  
Arbitration Demand**

Dear Mr. Press:

On behalf of Samsung Electronics America, Inc., I write to demand that Plaintiffs White and Cauley submit this dispute to individualized arbitration pursuant to the arbitration clause in the Terms and Conditions agreed to by Plaintiffs.

Each of the Samsung SmartTVs allegedly purchased by Plaintiffs were accompanied by a set of Terms and Conditions containing a binding arbitration clause. Before they used any “Services” on their SmartTVs, including Samsung’s software and other related services provided on or through the SmartTVs, Plaintiffs

unconditionally consent[ed] and agree[d] that any claim, dispute or controversy (whether in contract, tort, or otherwise) the User may have against any Samsung entity . . . arising out of, relating to, or connected in any way with the Services or the determination of the scope or applicability of this clause, will be resolved exclusively by final and binding arbitration administered by the ICC and conducted before a sole arbitrator in accordance with the rules of the ICC.”

Terms & Conditions, §§ 1.1(b), 14.8(a). Plaintiffs further agreed that the arbitration will be held in New York, New York and that the arbitrator will apply New York law, consistent with the Federal Arbitration Act and applicable statutes of limitation. *Id.* § 14.8(c), (e). In addition, Plaintiffs agreed that “there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only the User’s and/or the applicable Samsung Entity’s individual claims; the arbitrator may not



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Mack Press  
May 11, 2020  
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consolidate or join the claims of other persons or parties who may be similarly situated; and the User will not file or participate in a class action against Samsung.” *Id.* § 14(f).

Both Ms. Cauley and Mr. White specifically consented to this arbitration clause when setting up their SmartTVs. During the setup process, each of the Plaintiffs were presented with a copy of the Terms and Conditions and then checked a box labeled “I Agree to all,” indicating that they agreed to the Terms and Conditions (including the arbitration clause), as well as the Samsung Privacy Policy. Samsung’s records indicate that Mr. White consented to the arbitration clause on December 26, 2016, and Ms. Cauley consented to the arbitration clause on January 30, 2017. Moreover, the Second Amended Complaint alleges that Plaintiffs used certain features on their Samsung SmartTVs that are not accessible unless they consented to the arbitration clause, including that they used SmartTV “apps” such as Netflix, Hulu, and YouTube. *See* SAC ¶¶ 15-16.

Plaintiffs’ only remaining claim in this litigation is that “ACS software” in Samsung’s SmartTVs intercepted electronic communications in alleged violation of the Wiretap Act. *See* SAC ¶ 167. This allegation necessarily “aris[es] out of, relat[es] to, or [is] connected in any way with the Services,” including Samsung’s software. Terms & Conditions, § 14.8(a). Plaintiffs’ claim therefore falls squarely within the scope of the arbitration clause to which they agreed.

Please inform us by no later than close of business on Friday, May 15, 2020 whether Plaintiffs will agree to submit their claims to individualized arbitration pursuant to their agreement. If Plaintiffs refuse to submit this dispute to arbitration, Samsung intends to file a motion to compel arbitration.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Simon J. Frankel", written over a horizontal line.

Simon J. Frankel

## **Exhibit 5**

**From:** [Frankel, Simon](#)  
**To:** [mack@mackpress.com](mailto:mack@mackpress.com)  
**Cc:** [Bosset, Eric](#)  
**Subject:** Plaintiff White's Samsung TV (Model UN32J5500AFXZA)  
**Date:** Monday, May 11, 2020 9:50:37 PM  
**Attachments:** [image001.png](#)

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Mack,

As for one of Plaintiff White's Samsung TVs, there is an additional piece of information that Plaintiff needs to disclose to identify the TV. For the Model UN32J5500AFXZA TV, it is tracked by a "Unique Device ID" (or UDID), rather than a serial number. (This model is a 2015 model, as opposed to the other two Samsung TVs at issue, which are from 2016.)

The UDID can be found on White's TV by following these simple, short steps, starting with pressing the "Menu" button on the remote control:

- **Menu > Settings > Support > "About This TV."** The **"Unique Device ID"** will be listed in the "About This TV" screen.
- You can also get to "Settings" directly by pressing the "Settings" button if his remote control has that (it would be on the bottom left of the remote control, as shown below).



Please confirm right away that Plaintiff White will provide the UDID for his UN32J5500AFXZA TV as soon as possible.

Thank you.

Simon

**Simon J. Frankel**

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